

30 April 2, 2013

**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION***"Parks Make Life Better!"*

Russ Guiney, Director

John Wicker, Chief Deputy Director

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Executive Offices • 433 South Vermont Avenue • Los Angeles, CA 90020-1975 • (213) 738-2961

April 02, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF A JOINT USE AGREEMENT BETWEEN
THE COUNTY OF LOS ANGELES AND ROLLING HILLS UNITED METHODIST CHURCH AND
ROLLING HILLS COUNTRY DAY SCHOOL AT SOUTH COAST BOTANIC GARDEN
(SUPERVISORIAL DISTRICT 4) (3 VOTES)**

SUBJECT

Approval of a 20-year Joint Use Agreement between the County of Los Angeles and the Rolling Hills United Methodist Church and the Rolling Hills Country Day School for: 1) the shared use of parking facilities between the South Coast Botanic Garden, and the Church and School for special events; and 2) the construction of a walkway and bridge to provide pedestrian access between the existing parking facilities at the Garden and the Church and School.

IT IS RECOMMENDED THAT THE BOARD:

1. Find the approval of the proposed Joint Use Agreement between the County of Los Angeles and the Rolling Hills United Methodist Church and the Rolling Hills Country Day School categorically exempt from the California Environmental Quality Act because the project involves the construction of new, small facilities or structures and minor alteration to land for the reasons stated herein and the reasons reflected in the record of the Agreement.
2. Delegate authority to the Director of Parks and Recreation to execute a 20-year Joint Use Agreement between the County of Los Angeles and the Rolling Hills United Methodist Church and the Rolling Hills Country Day School for: 1) the shared use of parking facilities between the South Coast Botanic Garden, and the Church and School for special events; and 2) the construction of a walkway and bridge to provide pedestrian access between the existing parking facilities at the Garden and the Church and School.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County owns and operates the South Coast Botanic Garden (Garden) located at 26300 Crenshaw Boulevard, Palos Verdes Estates, California. Rolling Hills United Methodist Church (Church) and the Rolling Hills Country Day School (School) are located adjacent to the Garden. The proposed Joint Use Agreement (Agreement) is necessary to allow for the shared use of parking facilities for special events held at the Garden as well as the Church and School. The agreement also gives the Church and School permission to construct a walkway and bridge along the western edge of the Garden at their sole cost and expense to provide pedestrian access between the existing parking facilities at the Garden and the Church and School.

Implementation of Strategic Plan Goals

The recommended actions will further the Board-approved County Strategic Plan Goals of Operational Effectiveness (Goal 1) by maximizing the effectiveness of operations to support timely delivery of customer-oriented and efficient public service; and Integrated Services Delivery (Goal 3) by maximizing opportunities to improve client and community outcomes and leveraging resources.

FISCAL IMPACT/FINANCING

The Agreement will not result in a fiscal impact on the County. There are no fees charged to the County for the construction and maintenance of the pedestrian walkway and bridge. The estimated cost of constructing the pedestrian walkway and bridge is \$8,100. The Church and School will construct the walkway and bridge at their sole cost and expense, including the costs of design, permitting and construction. Parking facility use is reciprocal and the County is not charged fees for the use of parking facilities at the Church and School as detailed in the Agreement. The Church and School will pay the County annually to keep and maintain the walkway and bridge in good order and repair, and in a safe and clean condition. Should the walkway and bridge be deemed unnecessary in the future, they will be demolished at the Church and School's sole expense.

OPERATING BUDGET IMPACT

The Department does not anticipate any operating budget impact. The Agreement requires the Church and School to pay the County annually to keep and maintain the pedestrian walkway and bridge. The first payment will be \$460.00 and will be due on the date that the Agreement is executed. The following payments are due on the anniversary date of the Agreement being executed. The payment amount will be increased annually to reflect inflation, if any, using the Consumer Price Index (CPI). Payments will be kept in a restricted account; funds will be used solely for repairs and upkeep of the bridge and walkway and accounted for separately from County fiscal systems. Maintenance of the walkway and bridge will be fulfilled with existing park staff and resources.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Church and School may mutually request to exercise their option to extend the Agreement for an additional term of up to 10 years each by providing written notice to the County. The term may be extended for a maximum of two additional periods of five years each, upon the same terms and conditions of the Agreement.

The Agreement may be cancelled by the mutual agreement of the parties during the first five years. Thereafter, the County may cancel at any time, with or without cause upon 90 days written notice to the Church and School.

County Counsel has approved the Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The approval of the Agreement is categorically exempt from the California Environmental Quality Act (CEQA). The project, which includes construction of a walkway and bridge, is within certain classes of project that have been determined not to have a significant effect on the environment in that it meets criteria set forth in Sections 15303 and 15304 of the State CEQA Guidelines and Classes 3 and 4 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the Agreement provides for construction of new, small structures and minor alteration to land.

The Agreement includes no expansion of an existing use, nor will it involve the removal of healthy, mature trees. Additionally, the Agreement will not cause a substantial adverse change in the significance of a historic resource and is not in a sensitive environment. There are no cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable based on the proposed project records.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Garden serves many visitors and hosts various special events throughout the year. The approval of the Agreement will allow the Department to better serve Garden visitors by providing additional parking options in close proximity to the Garden. The proposed Agreement will not have an adverse impact on current park services or projects.

CONCLUSION

Please instruct the Executive Officer-Clerk of the Board to return three adopted copies of this action to the Department of Parks and Recreation.

Should you have any questions please contact Clement Lau at (213) 351-5120 or clau@parks.lacounty.gov, Vanessa Paniagua at (213) 738-2986 or vpaniagua@parks.lacounty.gov, or Kaye Michelson at (213) 738-2955 or kmichelson@parks.lacounty.gov.

The Honorable Board of Supervisors

4/2/2013

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Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Russ Guiney".

RUSS GUINEY

Director

RG:JW

JB:CL

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

JOINT USE AGREEMENT

County of Los Angeles and Rolling Hills United Methodist Church and Rolling Hills Country Day School

THIS JOINT USE AGREEMENT ("**Use Agreement**") is effective as of _____, 2013 ("**Effective Date**") by and between the COUNTY OF LOS ANGELES, a body corporate and politic ("**County**"), and Rolling Hills United Methodist Church ("**Church**") and Rolling Hills Country Day School ("**School**") (collectively "**Parties**").

RECITALS

A. County is the owner of the South Coast Botanic Garden, consisting of approximately 82 acres located at 26300 Crenshaw Boulevard, Palos Verdes Estates, California (the "**Property**"). Church is the owner of the parking facilities located on the property at 26438 Crenshaw Boulevard, Rolling Hills Estates, California (the "**Church and School parking facilities**").

B. Church and School seek to construct a pedestrian walkway and bridge over a drainage culvert along the western edge of the Property. The purpose of the walkway and bridge is to provide access between the existing parking facilities at the Property and the Church and School.

C. County desires to use Church and School parking facilities for special events, and the Church and School desire to use County parking facilities at the Property for special events in accordance with the terms set forth in this Use Agreement.

NOW THEREFORE, in consideration of the covenants hereinafter contained, County, Church, and School agree as follows:

ARTICLE 1 **BASIC PROVISIONS**

1.1 Basic Provisions. For the convenience of the parties, certain basic provisions of this Use Agreement are set forth herein, which provisions are subject to the remaining terms and conditions of this Use Agreement and are to be interpreted in light of such remaining terms and conditions.

1.1.1 Address of the Property: 26300 Crenshaw Boulevard
Palos Verdes Estates, California

1.1.2 Permitted Uses: Construction of a pedestrian walkway and bridge ("**Improvements**") by Church and School over a drainage culvert along the western edge of the Property; County use of Church and School parking facilities for special events; and Church and School use of County parking facilities at the Property for special events.

1.1.3 Address for Notices:

County:

Department of Parks and Recreation
510 S. Vermont Avenue, Room 201
Los Angeles, CA 90020
Attention: Kathline J. King, Chief of Planning
Email: kking@parks.lacounty.gov

South Coast Botanic Garden
26300 Crenshaw Boulevard
Palos Verdes Estates, CA 90274
Attention: Tanya Finney, Garden Superintendent
Email: tfinney@parks.lacounty.gov

Church:

Rolling Hills United Methodist Church
26438 Crenshaw Boulevard
Rolling Hill Estates, CA 90274
Attention: Jonathan Chute, Senior Pastor
Email: Revjonathan1@gmail.com

School:

Rolling Hills Country Day School
26444 Crenshaw Boulevard
Rolling Hill Estates, CA 90274
Attention: Karen Shipherd, Director
Email: kshipherd@rhcds.com

1.1.4 Delegation: County's responsibilities under this Agreement are expressly delegated to the Director ("Director") of the County of Los Angeles Department of Parks and Recreation ("the Department") or his authorized representative. This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless executed by the Parties.

1.2 Exhibits. The following exhibits are attached hereto and incorporated herein by this reference:

- Exhibit A – Map identifying the location of the pedestrian walkway and bridge, and parking facilities available for joint use
- Exhibit B – Site Plan approved by the Department of Regional Planning

ARTICLE 2

TERM

2.1 Commencement. The term of this Use Agreement shall commence on the date this Use Agreement is adopted by the Los Angeles County Board of Supervisors ("**Term Commencement Date**").

2.2 Term. The initial term of this Use Agreement shall be that twenty (20) year period beginning from the Term Commencement Date and ending _____ ("**Term Expiration Date**"), unless sooner terminated as hereinafter provided. Church and School shall have the option to request an extension of the term for two additional periods of five (5) years each, subject to terms in Article 8.

ARTICLE 3

USE

3.1 Construction and Joint Use.

3.1.1 Church and School Use. Church and School shall access and use the Property for construction of a pedestrian walkway and bridge over a drainage culvert ("Improvements") along the western edge of the Property. Exhibit A is attached to show the specific location of the walkway and bridge.

3.1.2 Joint Use. County is permitted to use Church and School parking facilities shown on Exhibit A. Church and School are permitted to use County parking facilities on the Property as shown on Exhibit A. The joint use of the respective parties' parking facilities by the County, Church, and School shall be limited to a combined total of twenty-six (26) times annually. Specifically, the County shall have access to Church and School parking facilities thirteen (13) times annually for special events, including those organized by the South Coast Botanic Garden Foundation. Annually, the Church and School shall have access to County parking facilities five (5) and eight (8) times, respectively, with the option to trade usage between the two entities, upon written notification to County. Use of County parking facilities by Church and School shall not impede overall use of the Property. Use of Church and School parking facilities by County shall not impede overall use of Church and School properties.

3.1.3 Notice. Each party shall submit a written request for the use of the other parties' parking facilities. This request shall include the date, time and approximate number of parking spaces requested. County shall submit written request to the Church's Administrative Secretary. Church and School shall submit written request to the Garden Superintendent at the Property. Each party shall provide a written response to such request within five (5) business days.

3.1.4 Access to Property. County shall maintain exclusive control of the gate which provides access to parking facilities on the Property as shown on Exhibit A.

3.1.5 Parking. The Parties shall waive all parking fees for the twenty-six (26) times when the respective parties' parking facilities are shared annually.

ARTICLE 4
DISCRETIONARY PERMITS

4.1 Applications. Church and School shall, at their sole cost and expense, obtain all discretionary permits necessary from governmental entities having jurisdiction over the Property for construction of the Improvements.

ARTICLE 5
IMPROVEMENTS

5.1 Construction. Church and School shall construct Improvements on the Property in accordance with improvement plans approved by the County at the sole cost and expense of the Church and School, including the expense of design, permitting and construction. Access to the Property for construction of the Improvements shall be coordinated with the Garden Superintendent.

5.2 Commencement of Construction. After approval of the Improvement Plans, construction for the Improvements shall commence in accordance with the construction schedule approved with the Improvement Plans. The Church and School shall not commence construction until it demonstrates, to the satisfaction of the County, that sufficient funding is or will be available for the completion of the Improvements.

5.3 Compliance with Laws. The Improvements shall be constructed and all work on the Property shall be performed in accordance with all applicable laws, ordinances and regulations of all federal, state, county or local governmental agencies having jurisdiction over the Property, including but not limited to the Americans with Disabilities Act of 1990 ("ADA") and the regulations promulgated thereunder, as amended from time to time. All work performed on the Property under this Use Agreement shall be done in a good and workmanlike manner by a contractor or contractors having the appropriate license(s) issued by the State of California to perform the work.

5.4 Mechanics Liens. At all times during the term of this Use Agreement, Church and School shall keep the Property and all Improvements now or hereafter located on the Property free and clear of all liens and claims of liens for labor, services, materials, supplies or equipment performed on or furnished to the Property.

5.5 Ownership. Upon County's acceptance of the Improvements, title to the Improvements shall be vested in the County.

5.6 Demolition. County may require Church and School to demolish Improvements at the end of the term upon expiration or earlier termination of this Use Agreement and to restore the Property where the Improvements were made to its original condition. County shall provide Church and School with ninety days prior written notice of the need to demolish and restore the Property to its original condition. Demolition shall be at Church and School's sole expense.

ARTICLE 6
MAINTENANCE, REPAIR, DAMAGE AND DESTRUCTION

6.1 Maintenance.

6.1.1 Maintenance Payment for Improvements. At all times during the term of this Use Agreement, including any extended term, Church and School shall pay the County annually to keep and maintain the Improvements in a first-class condition, in good order and repair, and in a safe and clean condition. The first payment shall be \$460.00 and shall be due on the date that this Use Agreement is executed. The following payments shall be due on the anniversary date of the Use Agreement being executed. Payments shall be made to: Los Angeles County Department of Parks and Recreation, Accounting Section, 433 S. Vermont Avenue, Los Angeles, CA 90020. The payment amount shall be increased annually to reflect inflation, if any, using the Consumer Price Index (CPI). Should there be deflation, the annual payment shall remain at the currently adjusted amount. The County shall keep the payment in a separate restricted account, with funds only available for maintaining and making repairs to the Improvements. Upon the expiration or earlier termination of the term, Church and School shall surrender the Improvements in good order and condition to the County, ordinary wear and tear excepted.

6.1.2 Maintenance of Parking Facilities. County shall be responsible for the maintenance of parking facilities on the Property. Church and School shall be responsible for the maintenance of parking facilities on their respective properties.

6.2 Repair. At all times during the term of this Use Agreement and for any extended term, County shall, at Church and School's cost and expense, do all of the following:

6.2.1 Make all alterations or repairs to the Improvements required by any applicable law, ordinance, statute or regulation now or hereafter issued by any federal, state, county, local or other governmental agency, including but not limited to the ADA, and the regulations promulgated thereunder, as amended from time to time; and

6.2.2 Observe and comply with all applicable laws, ordinances, statutes, orders and regulations now or hereafter made respecting the Improvements by any federal, state, county, local or other governmental agency.

6.3 Damage or Destruction. In the event of damage or destruction to all or any portion of the Improvements on the Property, Church and School shall within a reasonable time commence and proceed diligently to repair, reconstruct and restore (collectively, "**Restore**") the Improvements to substantially the same condition as they were in immediately prior to the casualty, whether or not insurance proceeds are sufficient to cover the actual cost to Restore. Church and School shall be responsible for all insurance deductibles attributable to the Improvements and for all costs of restoration of the Improvements in excess of insurance proceeds for the Improvements. This Use Agreement shall continue in full force and effect notwithstanding such damage or destruction; provided, however, that the County may, at its sole option, demolish the Improvements consistent with Section 5.6.

ARTICLE 7
INDEMNIFICATION AND INSURANCE

7.1 Indemnification.

7.1.1 Church and School's Indemnification. Church and School shall indemnify, defend and hold harmless County, its elected officials, officers, employees, agents and volunteers from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Church and School's construction of the Improvements, and Church and School's use of County parking facilities.

7.1.2 County's Indemnification. County shall indemnify, defend and hold harmless Church and School, their owners, officers, employees, agents and volunteers, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to County's use of Church and School parking facilities.

7.2 General Insurance – Church and School Requirements. Without limiting Church and School's indemnification of County and its own expense, Church and School shall provide and maintain the following programs of insurance.

7.2.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

7.2.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's, Church and School use of autos pursuant to this Use Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

7.2.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident.

7.3 Evidence of Coverage and Notice to County. Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents has been given Insured status under the Church and School's General Liability policies, shall be delivered to County at the address shown below and provided prior to commencing services under this Use Agreement.

7.3.1 Renewal Certificates shall be provided to County not less than ten (10) days prior to the of expiration dates of Church and School's policies. County reserves the right

to obtain complete, certified copies of any required Church and School and/or Sub-Contractor insurance policies at any time.

7.3.2 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Use Agreement by name and number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match Church and School's legal names. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

7.3.3 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Church and School, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:
County of Los Angeles Department of Parks and Recreation
Attention: James Barber
510 South Vermont Avenue, Room 201
Los Angeles, California 90020

7.4 **Review of Insurance Requirements.** The types and limits of coverage required under this Agreement may be reviewed annually by the County and the Church and School. Coverage types and limits shall reflect the prevailing practice in the Los Angeles metropolitan area for insuring similar property and casualty risks, and be subject to the mutual agreement of the parties.

ARTICLE 8

OPTION TO EXTEND

On or prior to the date which is twelve (12) months before the Term Expiration Date, Church and School may mutually request to exercise their option to extend this Use Agreement for an additional term of up to ten (10) years each by providing written notice to the County. Upon receipt of a request to extend the term, the County shall extend the Term Expiration Date for a maximum of two additional periods of five (5) years each, upon the same terms and conditions of this Use Agreement. If Church and School fail to mutually exercise their option as provided for herein, this Use Agreement shall expire upon the original Term Expiration Date.

ARTICLE 9

CANCELLATION

9.1 **Cancellation by Agreement of the Parties.** This Use Agreement may be cancelled by the mutual agreement of the parties during the first five (5) years. Thereafter, County may cancel at any time, with or without cause upon ninety (90) days written notice to Church and School.

ARTICLE 10
GENERAL PROVISIONS

10.1 Waiver and Modification. No provision of this Use Agreement may be modified, amended or added to except by an agreement in writing.

10.2 Applicable Law. This Use Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California.

10.3 Time. Time is of the essence with respect to the performance of every provision of this Use Agreement in which time of performance is a factor.

10.4 Consents. Whenever consent or approval of either party is required, that party shall not unreasonably withhold or delay such consent or approval, except as may be expressly set forth to the contrary.

10.5 Entire Agreement. The terms of this Use Agreement are intended by the parties as a final expression of their agreement with respect to the terms as are included herein, and may not be contradicted by evidence of any prior or contemporaneous agreement.

10.6 Severability. Any provision of this Use Agreement which proves to be invalid, void, or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Use Agreement as of the date first above written.

COUNTY:

**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION**

By: _____
Russ Guiney, Director

Date: _____

Approved as to form:

JOHN KRATTLI
County Counsel

By: _____
Deputy

CHURCH:

ROLLING HILLS UNITED METHODIST CHURCH

By: _____
Jonathan Chute, Senior Pastor

Date: _____

SCHOOL:

ROLLING HILLS COUNTRY DAY SCHOOL

By: _____
Karen Shipherd, Director

Date: _____



South Coast Botanic Garden-Exhibit A

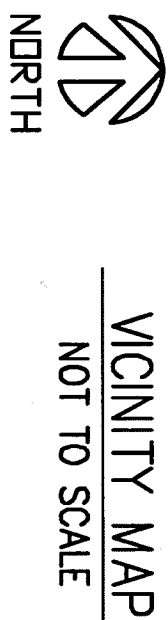
Date: 07/24/12
Map Prepared By: Planning
Aerial: LAR-IAC2
Parcels: Assessor 2010
HWY's and Roads: Thomas Brothers (All rights reserved)
Trails: DPR



County of Los Angeles Department of Parks and Recreation

0.02 Miles

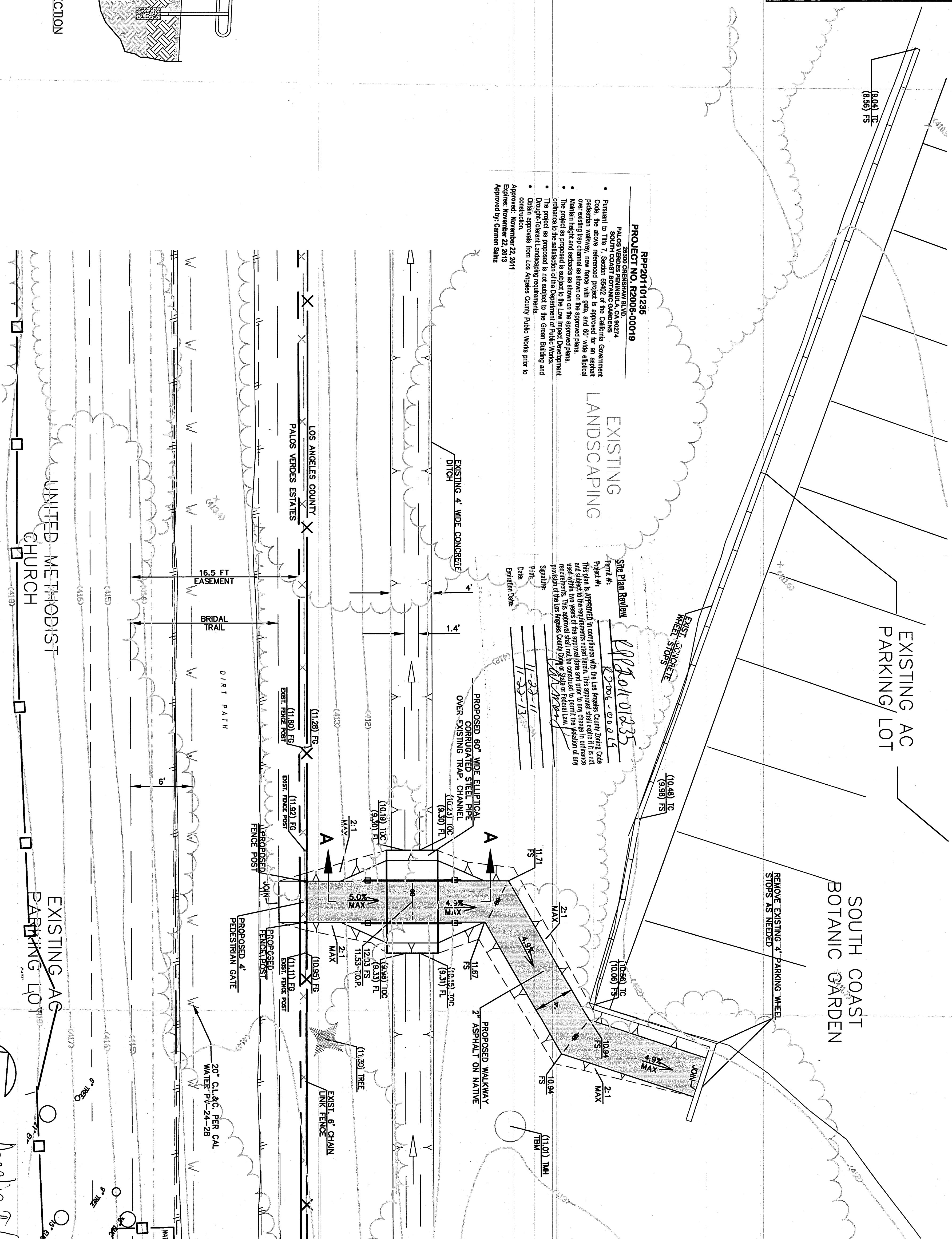
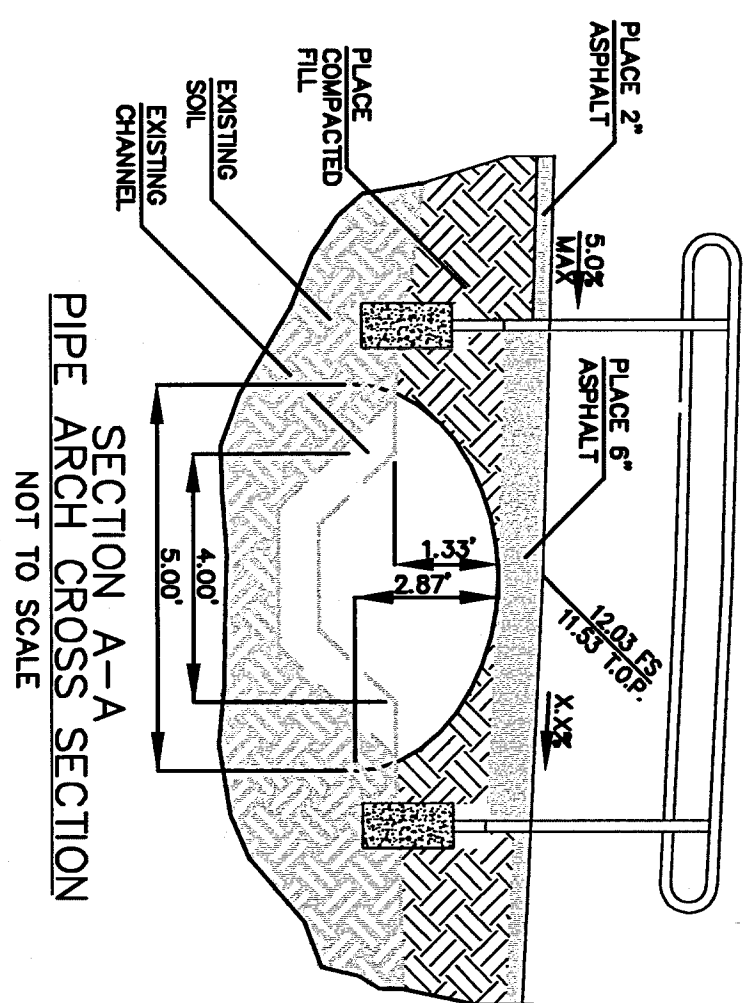




- ## GENERAL NOTES:
1. CONSTRUCTION TO BE DONE BY UNITED METHODIST CHURCH VOLUNTEERS.
 2. CHANNEL CROSSING CAN BE MOVED TO ALLOW CONSTRUCTION IN THE UTILITY FISHBENTS.
 3. ALL WORK AND MATERIALS SHALL COMPLY WITH LOS ANGELES COUNTY STANDARDS AND SPECIFICATIONS.
 4. UNITED METHODIST CHURCH SHALL NOTIFY SOUTH COAST BOTANICAL GARDEN 72-HOURS PRIOR TO CONSTRUCTION.

***NOTE:**

PROJECT IS SUBJECT TO LID REQUIREMENTS



Jack K. Bryant ENGINEERS / Neil Stanton Palmer ARCHITECTS
2601 Airport Drive, Suite 310, Torrance, CA 90505
Telephone: (310) 326-9111

UNITED METHODIST CHURCH
26438 CRENSHAW BLVD.
PALOS VERDES ESTATES, CA 90274

OPTION B
SOUTH COAST BOTANIC GARDENS
26300 CRENSHAW BOULEVARD
PALOS VERDES PENINSULA, CA 90274

Job No.	11-0992-001
Date	10-14-2011
Drawn	C.V.
Checked	R.N.
Scale	1"=5'

K:\11-0992-001 UNITED METHODIST CHURCH\CAD\PROJECT DRAWINGS\24 x 36 Site Plan.dwg 10-28-11 10:28:16 AM mlk